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**UNITED STATES DISTRICT
DISTRICT OF NEVADA**

SONIA FELDMAN,

Plaintiff,

v.

MARK ANTHONY SAWYER, ET AL,

Defendants.

Case Number: 2:24-cv-00526-JCM-MDC

**DECLARATION OF SONIA FELDMAN IN
SUPPORT OF MOTION FOR
SUMMARY JUDGMENT**

I, Sonia Feldman, do hereby declare and state that:

This declaration is based upon my own personal knowledge and if called to
testify, I would testify as follows:

1 1. I am a singer-songwriter, and I currently reside in Hollywood, California.

2 2. For my support, I rely upon income from an inheritance from my parents
3 who have since passed away.

4 3. In November of 2018, I met Defendant Gaelen Whittemore in a songwriting
5 class that Mr. Whittemore was teaching. We got along well, and as we got to know each
6 other, over time I confided in him and explained how I had spent over a million dollars
7 on paying others to assist with my musical career and that I was hoping to be able to
8 make the money back some day.

9 4. Mr. Whittemore introduced me to his wife, Defendant Domino Whittemore,
10 and the two of them introduced me to Defendant Mark Sawyer. The three of them
11 explained a bridge loan program Mark Sawyer was running. They explained that by
12 loaning money to Mark Sawyer for him to use to make bridge loans, I could recover the
13 million dollars I had lost.

14 5. After listening to the explanations how the bridge loan program worked, I
15 first transferred to Mark Sawyer \$10,000.00 on or about January 29, 2021, and then later
16 on May 5, 2021, I wrote a check to Mark Sawyer for \$1,166,337.13. A copy of the check
17 is attached as Exhibit C.

18 6. In exchange for the funds, Mark Sawyer executed the two promissory notes
19 attached as Exhibits A and B.

20 7. The first promissory note was for the initial investment of \$10,000, and it
21 was dated, January 29, 2021, with a due date of May 4, 2021. Attached as Exhibit A.

22 8. The second promissory note was for \$1,166,337.13. It was dated April 30,
23 2021 and signed by Mark Sawyer on May 3, 2021, via DocuSign. It is attached as
24 Exhibit B.

25 9. During the pendency of the notes, the Defendants encouraged me to roll the
26 notes over for additional promissory notes which I did.

27 10. The most recently promissory notes signed by Mark Sawyer are for
28 \$2,812,595.14, signed on June 10, 2023, and \$24,740.24, signed on May 22, 2023.

1 They are attached as Exhibits E and F respectively. The due date for payment has
2 expired.

3 11. Later in the summer of 2023, instead of renewing the promissory notes again
4 for another ninety days, I told Gaelen Whittemore and Domino Whittemore, that I wanted
5 to withdraw \$200,000 from the program.

6 12. Their response was that I would have to wait and that the \$200,000 was not
7 available. When I inquired why, Gaelen Whittemore told me Mark Sawyer's funds were
8 held up in the bank because he did business with some people that were money
9 laundering.

10 13. I inquired further, but the explanations never became clear, and so I
11 demanded to be repaid in full. Mr. Sawyer and the Whittemores continued to assert Mr.
12 Sawyer does not have the funds and that the banks, for complicated reasons that did not
13 make any sense to me, refused to release the funds to Mr. Sawyer, and consequently he
14 cannot pay me.

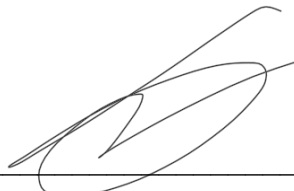
15 14. I retained an attorney Michael Machat to assist me recover the funds. He
16 sent Mark Sawyer a letter attached as Exhibit G.

17 15. Mr. Sawyer has not paid me any money and the notes are all past due. I
18 asked for the return of my money repeatedly, but the defendants have refused to do so.
19 Instead, all I have gotten is excuses including the attached text messages from
20 defendants. Exhibits H and I.

21 16. Prior to writing the check for \$1,166,337.13, I had a zoom meeting with
22 Mark Sawyer, Gaelen Whittemore and Domino Whittemore in April of 2021. I was in
23 Hawaii at the time, and I recorded the zoom meeting. I have attached as Exhibit R a
24 transcript, that I transcribed, of the meeting. During the meeting, Mr. Sawyer promised to
25 more than double my money in less than two years, if I invested in his bridge loan
26 program and kept reinvesting every 90 days.

27 I declare under penalty of perjury under the laws of the United States that the
28 foregoing is true and correct.

Dated: March 5, 2025



Sonia Feldman